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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

	:	
In re:	:	Chapter 11
	:	08-13555 (JMP)
LEHMAN BROTHERS HOLDINGS INC., <i>et al.</i> ,	:	
	:	(Jointly Administered)
Debtors.	:	
	:	

**PROTECTIVE OBJECTION TO, AND RESERVATION OF RIGHTS
REGARDING, (I) SALE MOTION (DOCKET NO. 60), (II) PROPOSED ASSUMPTION
AND ASSIGNMENT OF CONTRACTS, AND (III) PROPOSED CURE AMOUNTS IN
CONNECTION THEREWITH**

United Parcel Service, Inc., together with its affiliates (collectively, "UPS"), hereby files this protective objection to, and reservation of its rights regarding, the above-captioned Debtors' motion (Docket No. 60) (the "Sale Motion") for an order approving the sale of certain assets, the assumption and assignment of certain contracts, and, in connection therewith, of the amounts proposed by Debtors as necessary to cure defaults under such contracts and leases pursuant to 11 U.S.C. §365(b) (the "Cure Amounts"). In support, UPS states:

1. On September 17, 2008, Debtors filed the Sale Motion. On September 18, 2008, Debtor's filed their Notice of Assumption and Assignment of, and Amounts Necessary to Cure

Defaults Under Contracts and Leases to Be Assumed and Assigned to Successful Purchaser (Docket No. 107) (the "Contract Notice").

2. The Contract Notice directs parties to a website with the URL <http://chapter11.epiqsystems.com/lehman> (the "Website") for (a) lists of contracts and leases proposed, pursuant to the Sale Motion, to be assumed and assigned to Barclays Capital, Inc., as of the closing date of the sale contemplated by the Sale Motion and (b) Debtors' proposed Cure Amounts.

3. The list posted at the Website of non-IT-related contracts proposed for assumption and assignment includes two entries (on page 1 thereof) for UPS, one with a Cure Amount of "\$205,000.00" and the other with a Cure Amount of "\$0.00"; the entries for UPS list notification addresses, but do not otherwise describe the contracts at issue.

4. UPS was not aware until its counsel reviewed the Website today that any contracts to which it is a party were to be subject to assumption, assignment, and cure pursuant to the Sale Motion. UPS has therefore not had sufficient time to determine (i) the universe of contracts that may exist among UPS and/or its affiliates and Debtors, Lehman Brothers, Inc., and/or any relevant affiliates of those entities; (b) whether it has any objection to an assignment of such contracts to Barclays Capital, Inc., including, without limitation, on the ground that the contracts that may be at issue are not contracts of a debtor, and (c) whether or not it agrees with the Debtors' proposed Cure Amount(s) as to any or all such contracts.

5. UPS does not object to the sale to Barclays Capital, Inc. However, because the Contract Notice indicates that UPS is at risk of being bound both by an order authorizing assumption and assignment of its contracts and by the Debtors' calculations as to Cure Amounts unless UPS either appears at today's hearing on the Sale Motion or files this objection, UPS is

filing this objection protectively, in order to preserve its right to determine if there is, in fact, any dispute between it, Debtors, and Lehman Brothers, Inc., as to the issues described above.

6. The timing of this proceeding has not permitted UPS to obtain local counsel or admission of undersigned counsel *pro hac vice*; UPS will do so as appropriate or as required by the rules of this Court.

WHEREFORE, United Parcel Service, Inc., respectfully requests that (A) any order entered approving the Sale Motion preserve the rights of UPS as described above and (B) the Court grant UPS any other or further relief that the Court deems appropriate.

Dated: September 19, 2008

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CERTIFICATE OF SERVICE

I, Christopher Combest, an attorney, hereby certify that, on the 19th day of September, 2008, I caused copies of the **Protective Objection to, and Reservation of Rights Regarding, (I) Sale Motion (Docket No. 60), (II) Proposed Assumption and Assignment of Contracts, and (III) Proposed Cure Amounts in Connection Therewith** to be served, via the Court's CM/ECF System, upon the parties listed below, to whom the System automatically delivered an electronic copy of the above-referenced item at the following electronic mail addresses:

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